

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

108

12/04

November 9, 2007

SUBJECT: Lease Amendment to Entend Term of Existing Lease at Driscoll;s Wharf

GENERAL CONTRACT INFORMATION

Recommended Consultant: Driscoll Marina, LTD
Amount of this Action: \$ 32,872.64
Funding Source: City of San Diego

SUBCONTRACTOR PARTICIPATION

The action does not include subcontracting activity.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

This action authorizes the 4th amendment to the sublease agreement between the City of San Diego and Driscoll Marina, LTD. Driscoll Marina, LTD submitted a Workforce Report for their San Diego office dated October 9, 2007. The Administrative Workforce reflects less than 15 employees, and is therefore exempt from the employment category goals. The Trade Workforce Analysis shows under representation in the following areas:

Hispanic – Millwrights
Female – Painters, Construction & Maintenance

Driscoll Marina, LTD's overall workforce reflects an effort to achieve the County Labor Force Availability employment goals, and therefore precludes the requirement for an Equal Opportunity Plan.

ADDITIONAL COMMENTS

The *Work Force Analysis* is attached.

by:AMJ

[illegible]

File: Admin WOFO 2000

Date WOFO Submitted: 10/9/2007
Input by: SH

Goals reflect statistical labor force
availability for the following: 2000 CLFA
San Diego, CA

City of San Diego/Equal Opportunity Contracting
WORK FORCE ANALYSIS REPORT

FOR
Company: Driscoll, Inc. DBA: Driscoll Boat Works

I. TOTAL WORK FORCE:

	Black			Hispanic			Asian			American Indian			Filipino			White			Other		
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	M	F		M	F	
Mgmt & Financial	3.3%	0	0	11.9%	0	0	8.2%	0	0	0.4%	0	0	6.2%	0	0	3	1		0	0	
Professional	4.0%	0	0	12.6%	0	0	6.5%	0	0	0.5%	0	0	6.5%	0	0	0	0		0	0	
A&E, Science, Computer	2.8%	0	0	7.3%	0	0	16.2%	0	0	0.3%	0	0	16.2%	0	0	0	0		0	0	
Technical	6.6%	0	0	14.8%	0	0	17.2%	0	0	0.4%	0	0	17.2%	0	0	0	0		0	0	
Sales	3.9%	0	0	19.5%	0	0	6.8%	0	0	0.6%	0	0	6.8%	0	0	2	0		0	0	
Administrative Support	7.0%	0	0	20.8%	0	1	8.8%	0	0	0.6%	0	0	8.8%	0	0	3	2		0	0	
Services	5.5%	0	0	36.9%	0	0	9.7%	0	0	0.6%	0	0	9.7%	0	0	0	0		0	0	
Crafts	4.5%	0	0	25.8%	0	0	9.1%	0	0	0.7%	0	0	9.1%	0	0	0	0		0	0	
Operative Workers	4.3%	0	0	38.8%	0	0	20.8%	0	0	0.3%	0	0	20.8%	0	0	0	0		0	0	
Transportation	8.1%	0	0	32.1%	0	0	4.5%	0	0	0.5%	0	0	4.5%	0	0	0	0		0	0	
Laborers	4.4%	0	0	54.0%	0	0	4.1%	0	0	0.5%	0	0	4.1%	0	0	0	0		0	0	
TOTAL		0	0		0	1		0	0		0	0		0	0	8	3		0	0	

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial
Professional
A&E, Science, Computer
Technical
Sales
Administrative Support
Services
Crafts
Operative Workers
Transportation
Laborers

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
4	3	1	39.8%
0	0	0	59.5%
0	0	0	22.3%
0	0	0	49.0%
2	2	0	49.4%
6	3	3	73.2%
0	0	0	62.3%
0	0	0	8.6%
0	0	0	36.7%
0	0	0	15.2%
0	0	0	11.1%

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

II. EMPLOYMENT ANALYSIS

TOTAL

12	8	4
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This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

000713

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

 1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) 108
 12/04

 TO: CITY ATTORNEY
 2. FROM (ORIGINATING DEPARTMENT): Real Estate Assets Department
 3. DATE: September 20, 2007

4. SUBJECT: Lease Amendment to Extend Term of Existing Lease at Driscoll's Wharf

 5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Charmaine Gillis (619) 236-6986
 6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Dave Flesh (619) 758-2305
 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	41508					9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.	772					Cost: \$3,139.08 for Suites 106 & 107 and \$970.00 for boat slips 15 & 16 monthly.
ORGANIZATION	493					Fiscal Impact: \$32,872.64 for FY08 (8 months)
OBJECT ACCOUNT	4682					Estimated Annual Cost: \$49,308.96
JOB ORDER	1491					Job: 220682 (READ)
C.I.P. NUMBER						cc: Dept. Docket Clerk
AMOUNT	32,872.64					Thomas Guide Page: 1288 D2

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	9/26/07	8	COO	<i>[Signature]</i>	10/30/07
2	DSD/EAS	<i>[Signature]</i>	10/3/07	9	CITY ATTORNEY	<i>[Signature]</i>	11/13/07
3	EOCP -	<i>[Signature]</i>	11-9-7	10	ORIGINATING DEPARTMENT	<i>[Signature]</i>	11/14/07
5	Liaison	<i>[Signature]</i>	10/28/07		DOCKET COORD: <i>[Signature]</i>	COUNCIL LIAISON: <i>[Signature]</i>	11/14/07
6	AUDITORS / FM	<i>[Signature]</i>	10/22/07		COUNCIL PRESIDENT	<input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION	
7	DEPUTY CHIEF	<i>[Signature]</i>	10/29/07		REFER TO:	COUNCIL DATE: 12/4/07	

 11. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

Authorize the Mayor or his representative to execute and fund 4th amendment to sublease between the City and Sublandlord, Driscoll Marina, LTD (a California limited partnership) for the Metro Wastewater Department's boat and operations to occupy approximately 1,669 square feet of office space and two boat slips located at 4918 N. Harbor Drive. Currently on holdover under sublease, the Amendment commences November 1, 2007, and terminates October 31, 2008, and provides two options for an additional twelve months each. Funding is included in the FY08 budget.

11A. STAFF RECOMMENDATIONS:

Introduce the Resolution

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): 02

COMMUNITY AREA(S): Midway District

ACTION REQUESTED BY: Real Estate Assets Department Director and Environmental Monitoring and Technical Services Division

DOCUMENT SUBMITTED: Amendment in triplicate for execution by the Mayor or his representative

DESCRIPTIVE LOCATION: 4918 N. Harbor Drive Stes. 105 & 106 and Slips 15 & 16, San Diego, CA 92106

ENVIRONMENTAL IMPACT: This activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section §15060(c)(3).

ACTION REQUESTED BY: Real Estate Assets Department Director

HANDLING: **DO NOT RECORD.** Please return documents to Real Estate Assets, Attn. C.R. Gillis, M.S. 51A, for further handling.

EXECUTIVE SUMMARY SHEET

CITY OF SAN DIEGO

DATE ISSUED:

REPORT NO:

ATTENTION:

Council President and City Council

ORIGINATING DEPARTMENT:

Real Estate Assets Department / Environmental Monitoring
& Technical Services Division

SUBJECT:

Amendment to Extend Lease Term at Driscoll's Wharf

COUNCIL DISTRICT(S):

2

CONTACT/PHONE NUMBER:

Charmaine Gillis (619) 236-6986

REQUESTED ACTION: The City subleases 1,669 square feet of office space and two slips for ocean vessels, maintenance and supplies, storage and support staff at Driscoll's Wharf from Driscoll Marina, LTD, whose lease expires 10/31/07. Authorize the Mayor or his representative to execute a lease amendment to extend the lease term to the City's existing lease at (Driscoll's Wharf) as of 11/1/07 through lease expiration on 10/31/08. The amendment provides for two-one year renewal options.

STAFF RECOMMENDATION: Introduce the Resolution

EXECUTIVE SUMMARY: The Environmental Monitoring & Technical Services Division has maintained docking facilities and office/storage space at the Driscoll's Wharf site (4918 North Harbor Drive, SD 92106) since 1990. The Driscoll's Wharf site is advantageous to the Division's NTC laboratory with its close proximity to the harbor from the City's contract boatyard and fueling dock.

Suites 106 and 107 are to provide onsite accommodations for the boat operation staff, facilitating, planning and scheduling of ocean monitoring activities and enhancing vessel security and routine maintenance. The leased space also provides storage for regularly used ocean monitoring equipment and supplies used aboard the Division's two ocean-going vessels that are docked at Driscoll's Wharf.

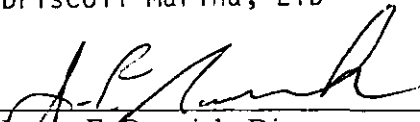
FISCAL CONSIDERATIONS: This Amendment is for 1,669 square feet of office space and two slips for two ocean vessels. The office space will rent for \$3,139.08 per month (\$1.88 per sq. ft.) and two slips at \$970.00 (\$10.00 per vessel foot and utilities) and is subject to an annual adjustment of three percent (3%). Rent is approved in the FY08 budget. Real Estate Assets Valuation Staff has reviewed the lease and found the rental rate to be in line with other comparable facilities. This amendment would be for an initial term of twelve (12) months with two 1-year renewal options. All other terms and conditions are the same as in the existing agreement.

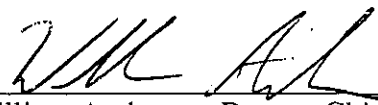
Fiscal Impact: \$32,872.64 for FY08 (eight months)

PREVIOUS COUNCIL and/or COMMITTEE ACTION: None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The Environmental Monitoring and Technical Services Division can retain their monitoring activities with close proximity to their vessels, thus increases operational and time efficiency.
Driscoll Marina, LTD


James F. Barwick, Director
Real Estate Assets Department


William Anderson, Deputy Chief
Land Use & Economic Development

000717



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☒ Other

Name of Company: Driscoll, Inc.ADA/DBA: Driscoll Boat WorksAddress (Corporate Headquarters, where applicable): 2500 Shelter Island DriveCity: San Diego County: San Diego State: CA Zip: 92106Telephone Number: (619) 224.2500 Fax Number: (619) 224.0280Name of Company CEO: Thomas Driscoll

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: () _____

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Driscoll, Inc.San Diego

(County)

CA

(Firm Name)

hereby certify that information provided

herein is true and correct. This document was executed on this 9th day of October, 2007C. Segel

(Authorized Signature)

C. Segel

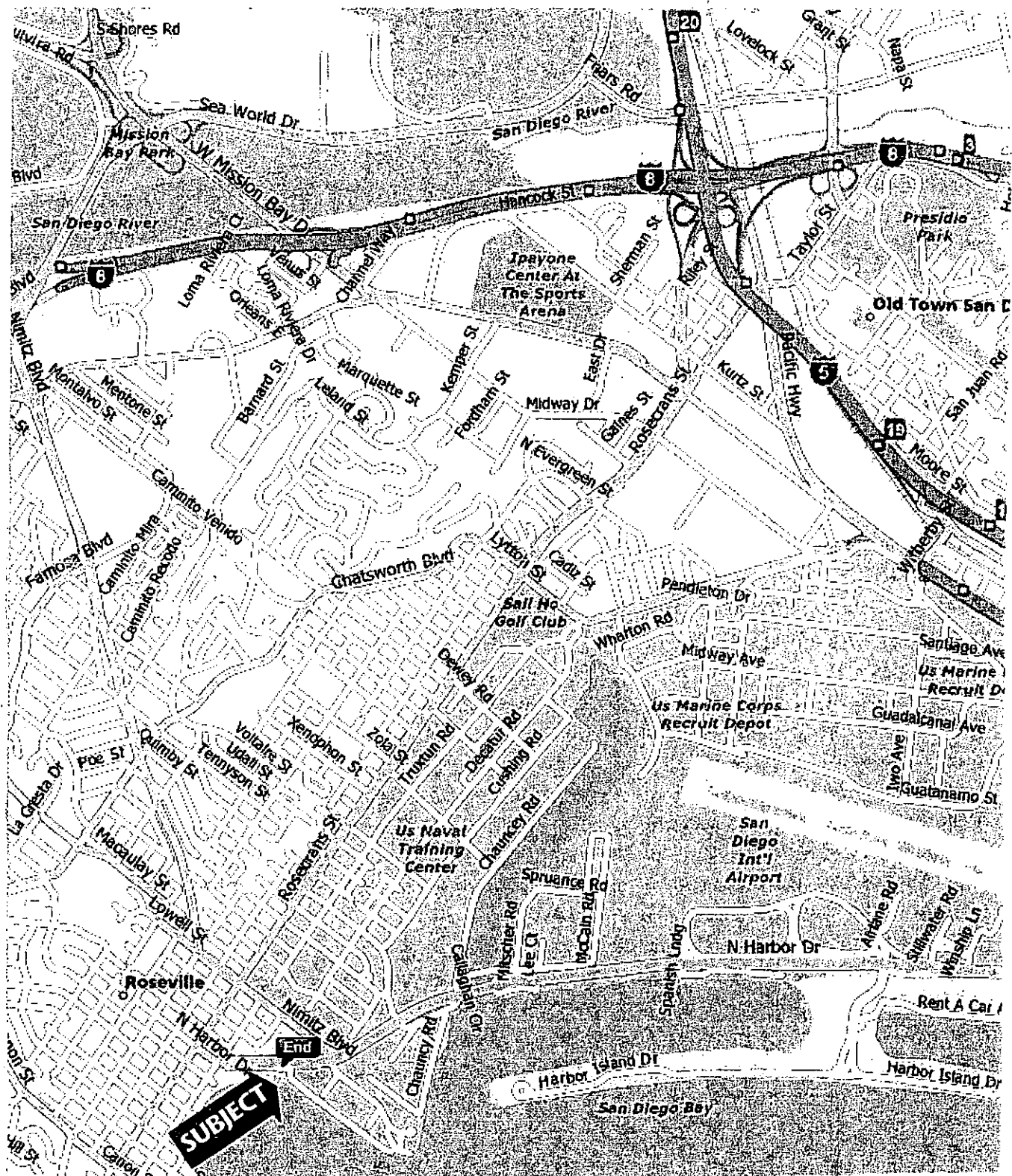
(Print Authorized Signature Name)

000719

DATE: 10.2.07

COUNTY:

Board of Directors	3	1	2	2	2	1	1
	2	2	0	0	1	1	2
	1	0	0	1	1	0	0
Volunteers	2	0	2	1	1	3	0
	2	0	0	0	2	1	0
	0	0	0	0	0	0	0
Artists	1	1	2	0	0	1	1
	2	1	1	0	1	5	2
	0	0	1	1	1	2	1



RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS
ASSIGNEE TO EXECUTE AND FUND 4TH AMENDMENT
TO SUBLEASE BETWEEN THE CITY OF SAN DIEGO AND
DRISCOLL MARINA, LTD.

WHEREAS, the Driscoll Marina, LTD. [Sublandlord] is the current Sublandlord of the
City; and

WHEREAS, the Sublandlord for the Metro Wastewater Department's [Metro] boat and
operations which comprises approximately 1.669 square feet of office space and two boat slips at
4918 N. Harbor Drive; and

WHEREAS, the 4th Amended Lease commences November 1, 2007 and terminates
October 31, 2008, and provides two options for an additional twelve (12) months each; and


WHEREAS, the office space will rent for Three Thousand One Hundred Thirty-Nine
Dollars and Eight Cents (\$3,139.08) per month (\$1.88 per square foot) and two slips at Nine
Hundred Seventy Dollars (\$970) (\$10 per vessel foot and utilities) and is subject to an annual
adjustment of three percent (3%); and

WHEREAS, rent is approved for the FY08 budget; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the Mayor is authorized to execute, for and on behalf of The City of San Diego, a Fourth Amended Lease agreement with Driscoll Marina, LTD. for an additional one year extension.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Todd Bradley
Deputy City Attorney

TB:bas
10/18/07
Or.Dept:READ
R-2008-350
MMS #5279

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

FOURTH AMENDMENT TO SUBLEASE

This Fourth Amendment to Sublease ("**Fourth Amendment**") is made and entered into as of July 24, 2007, by and between The City of San Diego, a California Municipal corporation ("**Subtenant**"), and Driscoll Marina, LTD., a California limited partnership ("**Sublandlord**"), with respect to that certain Sublease dated September 8, 1997 (the "**Sublease**").

Recitals

A. On or about September 8, 1997, The City of San Diego, as Subtenant, and Driscoll Marina, LTD., as Sublandlord, executed a sublease for certain portions of that property commonly known as Driscoll's Wharf (the "**Property**"), including office space and slips, located at 4918 North Harbor Island Drive, San Diego, California ("**Premises**"). The Sublease was amended by that certain First Amendment to Sublease dated November 27, 2000 ("**First Amendment**"), that certain Second Amendment to Sublease dated September 9, 2002 ("**Second Amendment**"), and that certain Third Amendment to Sublease dated October 13, 2003 ("**Third Amendment**"). The Sublease, along with the First Amendment, Second Amendment, Third Amendment and this Fourth Amendment, may sometimes be collectively referred to herein as the "Sublease."

B. On or about March 22, 2005, Subtenant exercised its option to extend the term of the Sublease on a month-to-month basis through September 14, 2007, in accordance with Section 3 of the Second Amendment to Sublease.

C. On or about August ⁰⁷, 2007, Sublandlord at the request of Subtenant, granted its consent to allow Subtenant to holdover and retain possession of the Premises upon the expiration of the term of the Sublease on September 14, 2007, and maintain a tenancy on a month-to-month basis. The parties desire to eliminate the current month-to-month tenancy and establish a fixed twelve (12) month term with options commencing on November 1, 2007, subject to Sublandlord's right to terminate as set forth in this Fourth Amendment.

D. All capitalized terms not otherwise defined in this Fourth Amendment have the meanings given them in the Sublease.

E. Subtenant and Sublandlord now desire to amend the Sublease pursuant to the following terms and conditions:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Subtenant and Sublandlord agree as follows:

1. TERM. Sublandlord and Subtenant acknowledge that the term of the Sublease has expired, and that Subtenant has maintained possession of the Premises with the consent of Sublandlord in accordance with Section 22.1 of the Sublease, and Subtenant's tenancy is currently on a month-to-month basis. As of November 1, 2007, the Sublease term for the

Premises shall be reinstated and extended for a period of twelve (12) months ("**Extended Term**"), commencing November 1, 2007, and expiring on October 31, 2008, subject to two (2) separate options to extend the Term (each an "**Option**") for two (2) separate, consecutive "**Option Terms**" of twelve (12) months each. References in the Sublease to the "Term" shall mean the Extended Term of the Sublease, as the same may be extended by any Option Terms, as applicable, unless sooner terminated pursuant to any provision of the Sublease or this Fourth Amendment, or as otherwise allowed by law.

2. SUBTENANT'S OPTION TO EXTEND. Subtenant shall have the Options to extend the Extended Term as set forth in Section 1 above, following expiration of the Extended Term, upon and subject to all the terms and conditions contained in the Sublease and this Fourth Amendment. Subtenant shall give written notice of the exercise of each Option to Sublandlord at least two (2) months prior to the expiration of the then applicable Term. The Options are not assignable separate and apart from this Sublease, and they may not be separated from this Sublease in any manner, either by reservation or otherwise. Subtenant shall have no right to exercise any of the Options if this Sublease has been terminated or if Subtenant is then in default of this Sublease beyond any applicable notice and cure period. Subtenant may not exercise an Option to extend as to any Option Term unless it has already exercised its Options as to all previous Option Terms. Subtenant shall have no right to extend or renew the Sublease other than for the aforesaid two (2) Option Terms. Time is of the essence with respect to any exercise of an Option by Subtenant. If Subtenant fails to exercise an Option when required as to any Option Term, said Option and all succeeding Options shall thereafter be of no force or effect. If an Option to extend described in this Section 2 is exercised, then all of the covenants and agreements contained in the Sublease as amended, shall apply during the applicable Option Term, except that Base Rent shall be adjusted as of the commencement of such Option Term in accordance with Section 5.1 below.

3. SUBLANDLORD'S RIGHT TO TERMINATE. Notwithstanding the extension of the Term and any Option Term as set forth in this Fourth Amendment, in the event that Sublandlord elects to proceed with a redevelopment or renovation of portions of the Property, which redevelopment or renovation may include but is not limited to the demolition of the Premises, Sublandlord shall have the unilateral right to terminate this Sublease upon ninety (90) days prior written notice to Subtenant, at any time whether during the Extended Term or an Option Term. The foregoing right to terminate shall not be interpreted or construed so as to limit any other right Sublandlord may have to terminate the Sublease under any provision of the Sublease or as otherwise allowed by law.

4. PREMISES. The Premises as set forth in the Sublease shall be revised to include only the following: North Harbor Drive, Suites 106,107, consisting of approximately one thousand six hundred sixty nine (1,669) square feet and Slips 15 and 16 of Pier 5 ("**Slips**").

5. BASE RENT: The Base Rent for the Extended Term shall be as follows, payable in advance on the first of each month without notice, offset or deduction:

Suites 106 and 107

\$ 3,139.88 per month

Slips 15 and 16

\$970 per month ("**Minimum Slip Rent**")

The Minimum Slip Rent is the minimum rent to be paid by Subtenant for use of the Slips, which incorporates a calculation up to a total of ninety (90) feet in length of vessels using the slips at \$10.00 per foot plus \$35 per month per slip in utilities. If during any given month the total combined length of vessels utilizing the slips exceeds ninety (90) feet then Subtenant shall pay as additional rent to Sublandlord \$10.00 per foot for each foot over and above the ninety (90) feet.

5.1 BASE RENT FOR OPTION TERM. If an Option to extend described in Section 2 above, is exercised, then each component of the Base Rent including the Minimum Slip Rent shall be as of the commencement of such Option Term increased by three percent (3%) over and above the Base Rent from the Extended Term or the previous Option Term, as the case may be.

Except as called out herein, all other terms and conditions of the Sublease and subsequent amendments shall remain in full force and effect. In the event of any conflict or discrepancy between the Sublease or any of the amendments thereto, and this Fourth Amendment, the provisions of this Fourth Amendment shall control. This Fourth Amendment shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors and assigns. This Fourth Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Sublease and this Fourth Amendment shall not be further amended or modified except by a written instrument signed by Sublandlord and Subtenant. This Fourth Amendment is the joint work product of both parties and shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Fourth Amendment. Except as expressly set forth herein, Sublandlord and Subtenant fully confirm, ratify, and restate the Sublease and each provision thereof.

IN WITNESS WHEREOF, this Fourth Amendment has been duly executed and delivered by the authorized officers of the undersigned.

SUBLANDLORD

Driscoll Marina, LTD.,
a California limited partnership

By: _____

Catherine Driscoll
Driscoll Management, Inc.,
Its General Partner

SUBTENANT

City of San Diego, a California municipal
corporation

By: _____
Name: _____
Title: _____

000730

APPROVED AS TO FORM AND LEGALITY, this __ day of _____, 2007.

MICHAEL AGUIRRE, City Attorney

By: _____
Name: _____
Title: _____